

**Request for Proposals/Bids  
Town of Paradise  
Alternative Program Debris Removal**

All interested parties are invited to bid for the opportunity to contract for the performance of debris removal services under the Butte County Alternative Fire Debris Removal Program (Alternative Program) for several Town structures lost during the Camp Fire. Addresses and sizes for the subject sites are listed below:

Priority	Site Description	Building Description	Address	Sq. Ft.
1	Public Works Shop	Public Works Shop	933 American Way	1,600
2	Fire Station #3	Fire Station #3	1249 Wagstaff Road	3,230
3	RDA Building	Store Front	5456 Black Olive Drive	3,750
4	Quonset Hut	Quonset Hut	5656 Sierra Park Drive	1,120
5	RESIDENCE	RESIDENCE	5733 Pentz Road	2,189

These sites shall be cleaned according to the Alternative Program. More information on the Alternative Program can be found at <https://buttecountycovers.org/agencies/debris-removal/>.

The award of contract will be based on lowest responsible bid.

Bid packages are available through the Town of Paradise website at [www.townofparadise.com](http://www.townofparadise.com) or Public Works Department at 5555 Skyway, Paradise, CA. 95969. Bids will be received at Town of Paradise, Office of the Town Clerk, 5555 Skyway, Paradise, CA 95969, until **1:00 PM, (PDST), March 5, 2019.** The envelope enclosing the bid submittal shall be clearly marked "**Town of Paradise Alternative Fire Debris Removal Program Bid**", date and hour for opening of bids. Questions shall be directed to Marc Mattox at (530) 872-6291 x125.

The Town reserves the right to reject all bids and to waive non-material defects in bids.

---

Marc Mattox, Public Works Director

**Town of Paradise**  
**Alternative Program Debris Removal**  
**Bid Form**

Service	Bid Amount
Site 1 – Public Works Shop, 933 American Way (1,600 SF)	<u>28,000.00</u>
Site 2 – Fire Station #3, 1249 Wagstaff Road (3,230 SF)	<u>32,000.00</u>
Site 3 – RDA Building, 5456 Black Olive Drive (3,750 SF)	<u>21,000.00</u>
Site 4 – Quonset Hut, 5656 Sierra Park Drive (1,120 SF)	<u>19,000.00</u>
Site 5 – Residence, 5733 Pentz Road (2,189)	<u>22,500.00</u>
TOTAL	<u>\$ 122,500.00</u>

\*The Town reserves the right to delete any portions of the scope of work listed above from the contract. A complete Alternative Program Plan will be required for each site. Details are listed in the proposed contract in this Bid Package.

**Submitted by:**

cll cl  
Signature

3/5/19  
Date

**Business Name/Address/Phone Number:**

Business Name: Franklin Construction, Inc.

Address: 217 Flume Street, Ste. 200, Chico, CA 95928

Telephone Number: 530-343-9600

**ADDENDUM NO. 1**

**Alternative Program Debris Removal  
Contract 19-04**

**February 20, 2019**

**OWNER:**

Town of Paradise  
5555 Skyway  
Paradise, CA 95969  
(530) 872-6291  
(530) 877-5059 (fax)

**GENERAL:**

***Scope:***

1. The purpose of this Addendum No. 1 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 1 page.

***Acknowledgment:***

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

**CLARIFICATION IS PROVIDED AS FOLLOWS:**

**QUESTION 1:** Has the Town completed required asbestos site surveys for any of the project locations?

**ANSWER 1:** No. Completion of the asbestos site surveys shall be the responsibility of the contractor. The contractor shall prepare their bid assuming there is no asbestos on these sites. In the event asbestos is discovered, the Town shall issue a Contract Change Order to account for the additional expenses to remediate.

=====

**BIDDER:**

Franklin Construction, Inc.  
NAME \_\_\_\_\_  
217 Flume Street, Suite 200  
ADDRESS 1 \_\_\_\_\_  
Chico, CA 95928  
ADDRESS 2 \_\_\_\_\_  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**PREPARED BY:**

  
TOWN OF PARADISE  
2/20/2019  
DATE

**END OF ADDENDUM**

**ADDENDUM NO. 2**

**Alternative Program Debris Removal**

**Contract 19-05**

**February 27, 2019**

**OWNER:**

Town of Paradise  
5555 Skyway  
Paradise, CA 95969  
(530) 872-6291  
(530) 877-5059 (fax)

**GENERAL:**

***Scope:***

1. The purpose of this Addendum No. 1 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 3 pages.

***Acknowledgment:***

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

**CLARIFICATION IS PROVIDED AS FOLLOWS:**

**QUESTION 1:** Is there a planned job walk for the project?

**ANSWER 1:** No, however, contractors are allowed to inspect worksites during normal business hours.

**QUESTION 2:** Is there a bid, payment and performance bonds required for the project?

**ANSWER 2:** Yes, please see below and attached to this addendum.

**MODIFICATION TO THE PROJECT SPECIFICATIONS ARE AS FOLLOWS:**

**1. Bidder's Bond:**

Each bid must be accompanied by cash, cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer made payable to the Town of Paradise for an amount equal to at least ten percent (10%) of the total bid amount, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

**2. Payment and Performance Bond:**

The successful bidder shall furnish two bonds for the contract. As required under Section 9550 of the Civil Code, the successful bidder shall furnish a Payment Bond; provided that the bond shall be in the amount of one-hundred percent (100%) of the contract price to guarantee the payment of claims of laborers, mechanics, or material men employed to work under the contract.

In addition, the bidder shall furnish a Performance Bond in the amount of one-hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

Bond forms are provided with the Contract Documents.

Sureties on each of said bonds shall be satisfactory to the Town Attorney.

**BIDDER:**

**PREPARED BY:**

Franklin Construction, Inc.  
NAME 217 Flume Street, Suite 200  
ADDRESS 1 Chico, CA 95928  
ADDRESS 2 cel al DATE 3/5/19  
SIGNATURE

TOWN OF PARADISE

DATE

**END OF ADDENDUM (PLUS ATTACHMENTS)**

**ADDENDUM NO. 3**

**Alternative Program Debris Removal**

**Contract 19-04**

**February 28, 2019**

**OWNER:**

Town of Paradise  
5555 Skyway  
Paradise, CA 95969  
(530) 872-6291  
(530) 877-5059 (fax)

**GENERAL:**

***Scope:***

1. The purpose of this Addendum No. 3 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 1 pages.

***Acknowledgment:***

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

**CLARIFICATION IS PROVIDED AS FOLLOWS:**

**QUESTION 1:** Is there an Engineer's Estimate for the subject project?

**ANSWER 1:** Yes, \$300,000.

**MODIFICATION TO THE PROJECT SPECIFICATIONS ARE AS FOLLOWS:**

1. Schedule:

Following execution of contracts (typically 2 weeks from the date of award), the Town of Paradise shall issue a Notice to Proceed. From the date of the Notice to Proceed, the Contractor shall submit Alternative Program Application and Work Plans with Butte County Environmental Health within five business days for all properties. Following approval to proceed with the Work Plan for the County, the Contractor shall commence work on the subject projects in the following priority and timelines:

Priority	Address	Maximum Days from County Approval
1	933 American Way	10
2	1249 Wagstaff Road	20
3	5456 Black Olive Drive	25
4	5656 Sierra Park Drive	28
5	5733 Pentz Road	31

2. Time

This work, subject to contract changes, shall be diligently prosecuted to completion before the expiration of 40 working days after the date issued in the Notice to Proceed. Days between Work Plan submittal and Approval by the County shall not count as working days.

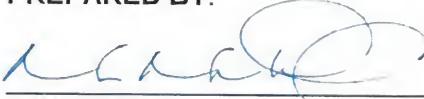
3. Liquidated Damages:

The Contractor shall pay to the Town of Paradise the sum of one thousand dollars (\$1,000) per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed herein. Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance.

BIDDER:

NAME Franklin Construction, Inc.  
ADDRESS 1 217 Flume Street, Suite 200  
ADDRESS 2 Chico, CA 95928  
SIGNATURE carl clark

PREPARED BY:

  
TOWN OF PARADISE 2/28/19  
DATE

END OF ADDENDUM

# Bidder's Bond

## Alternative Program Debris Removal Contract No. 19-05

We, Franklin Construction, Inc., as Principal, and Continental Casualty Company, as Surety, are bound unto the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the project work described below, for the payment of which sum we bind ourselves jointly and severally.

### THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee for Alternative Program Debris Removal for which bids are to be opened at Town of Paradise, 5555 Skyway, Paradise, California, on March 5, 2019

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Notice to Contractors, Special Provisions, Bids, and Contract for this project work, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials is provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: February 28, 2019

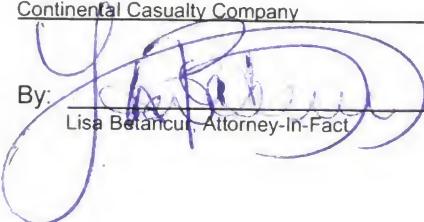
Franklin Construction, Inc.

By:

  
Clark Gardner, President

Continental Casualty Company

By:

  
Lisa Belancul, Attorney-In-Fact

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**David W Garese, Audrey C Skeen, Brooke A Skeen, Lisa Betancur, Individually**

of Sacramento, CA, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

## - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

**In Witness Whereof,** the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 17th day of January, 2018.



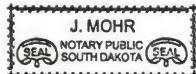
Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 17th day of January, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr  
Notary Public

## CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 18th day of February, 2019.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

  
D. Johnson  
Assistant Secretary

Form F6853-4/2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sacramento)

On February 28, 2019 before me, Alison Rachele Chambers Stubbs, Notary Public  
(insert name and title of the officer)

personally appeared Lisa Betancur,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)

